### SETTLEMENT AND GENERAL RELEASE AGREEMENT

THIS SETTLEMENT AND GENERAL RELEASE AGREEMENT (this "Agreement") is made and entered into by and between Roseann Geiger ("Geiger"), Sherri Holley, and Anita Moss, Wanda Carmon, Naima Stevenson ("Geiger, Holley, Moss, Carmon and Stevenson are referred to individually as a "Plaintiff" and collectively as "Plaintiffs") on the one hand, Glenkat Inc., Kathleen Holden, and Glen Holden (the "Glenkat Parties"), and H.H. Franchising Systems, Inc. ("HHFS"), on the other hand, as of this 29th day of December, 2019 (the "Date of this Agreement"), to be effective as of the Effective Date (as defined below). The Glenkat Parties, HHFS, and each individual Plaintiff may each be referred to herein as a "Party", or collectively as the "Parties".

WHEREAS, Geiger was employed by the Glenkat Parties in Charlotte, North Carolina as a non-exempt employee from July 2017 through October 2017;

WHEREAS, Holley was employed by the Glenkat Parties in Charlotte, North Carolina as a non-exempt employee from July 2017 through December 2017;

WHEREAS, Moss was employed by the Glenkat Parties in Charlotte, North Carolina as a non-exempt employee from September 2016 through July 2017;

WHEREAS, Carmon was employed by the Glenkat Parties in Charlotte, North Carolina as a non-exempt employee from August 2016 through March 2017;

WHEREAS, Stevenson was employed by the Glenkat Parties in Charlotte, North Carolina as a non-exempt employee from March 2017 through September 2017;

WHEREAS, Glenkat, Inc. was a Named Insured under a Philadelphia Indemnity Insurance ("Insurer") Company Commercial Professional Liability policy, policy number PHSD1236165 ("the Policy")

WHEREAS, Geiger and Holley commenced an action against the Glenkat Parties and HHFS in the Western District of North Carolina on December 24, 2017, captioned *Roseann Geiger*, and Sherri Holley, individually and on behalf of all others similarly situated v. H&H Franchising Systems, Inc., Glenkat Inc., Kathleen Holden and Glen Holden case number 3:17-cv-0738 (the "Action");

WHEREAS, Geiger's and Holley's allegations in the Action include on behalf of themselves and other similarly-situated employees that the Glenkat Parties and HHFS 1) failed to pay minimum wages and overtime owed and failed to maintain adequate records required by the Fair Labor Standards Act; 2) failed to pay as promised under the North Carolina Wage and Hour Act (collectively "Wage and Hour Lawsuit"); and 3) unlawfully retaliated against Sherri Holley for participating in the Wage and Hour Lawsuit.

WHEREAS, Moss, Carmon and Stevenson joined as Plaintiffs to the Wage and Hour Lawsuit by each filing a Consent to Become Party Plaintiff in the Wage and Hour Lawsuit;

WHEREAS, Plaintiffs filed a Motion to Conditionally Certify a Collective Action which was denied, but Notice to potential collective action members was allowed. Plaintiffs filed a Renewed

Motion to Certify a Collective and Class Action and Facilitate Notice, which has not yet been ruled upon, and thus Roseann Geiger, Sherri Holley, Anita Moss, Wanda Carmon and Naima Stevenson are the only plaintiffs to this Action;

WHEREAS, the Glenkat Parties and HHFS deny that they owe anything further to its employees to address the Wage and Hour Lawsuit and further contend that any failure to properly calculate and pay minimum wages or overtime pay was a good faith error on the part of the Glenkat Parties, which was acting with objective and subjective good faith that it was paying correct wages; and such contentions are disputed by Plaintiffs; and

WHEREAS, the Glenkat Parties, HHFS, and Plaintiffs have agreed to settle, compromise, and resolve all claims Plaintiffs may have against the Glenkat Parties and HHFS related to the Glenkat Parties' payment of wages to Plaintiffs, including but not limited to those alleged in the Action, in order to avoid the uncertainty, time and expense which would occur if litigation on these claims was to proceed.

NOW, THEREFORE, in consideration of the foregoing, the mutual agreements contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. **Recitals.** The above recitals are true and correct and are incorporated by reference as if fully set forth herein.
- 2. Cooperation to Obtain Judicial Approval; Effective Date. After the execution of this Agreement, counsel for the Parties shall cooperate to obtain final judicial approval of the settlement terms described herein, including express agreement that all payments, including attorneys' fees and costs, are fair and reasonable. The covenants, obligations, or releases described herein shall not be enforceable or effective and no Settlement Payments (as defined below) shall be due or payable, unless and until the Court grants final approval of these settlement terms. Only upon such approval, on such day as the Court issues an order approving settlement (the "Effective Date"), this Agreement will automatically become effective and enforceable.
- 3. Settlement Payments Being Provided by the Glenkat Parties. As a special benefit in consideration of the covenants, releases, and agreements set forth herein, and in full satisfaction of all the Released Claims (as defined below) each Plaintiff may have against the Glenkat Parties and HHFS from any time prior until up to the Date of this Agreement, the Glenkat Parties shall provide:
  - (a) A settlement payment to Geiger in an amount, in total, equivalent to Forty-Three Thousand Dollars (\$43,000.00), to be payable within fifteen (15) business days after the Effective Date;
  - **(b)** A settlement payment to Holley in an amount, in total, equivalent to Six Thousand Two-Hundred and Fifty Dollars (\$6,250.00), to be payable within fifteen (15) business days after the Effective Date; and

- (c) A settlement payment to Moss in an amount, in total, equivalent to Nine Thousand Dollars (\$9,000.00), to be payable within fifteen (15) business days after the Effective Date; and
- (d) A settlement payment to Carmon in an amount, in total, equivalent to Six Thousand Dollars (\$6,000.00), to be payable within fifteen (15) business days after the Effective Date; and
- (e) A settlement payment to Stevenson in an amount, in total, equivalent to Seven Hundred Fifty Dollars (\$750.00), to be payable within fifteen (15) business days after the Effective Date.

Collectively, the settlement payments to Roseann Geiger, Sherri Holley, Anita Moss, Wanda Carmon and Naima Stevenson are hereinafter the "**Settlement Payments**"). "). These prorated amounts were fairly and proportionally determined by using the data provided by Glenkat Parties and HHFS and summarized by Plaintiffs' counsel in Exhibit "A" attached hereto and made a part hereof.

The Parties agree that the Settlement Payments should be treated as wage income, and thus shall be paid subject to applicable employment taxes and withholdings, and the Glenkat Parties will issue a Form 1099 to each of the Plaintiffs for his or her individual settlement payment. Each Plaintiff individually agrees that she shall be solely responsible for any taxes that may be due and owing by her as a result of payment of monies under this Agreement, and agrees to indemnify and hold the Glenkat Parties harmless against any claim or assessment by any taxing authority for the payment of taxes, fees or penalties resulting from the payments and resulting withholdings described herein.

**4. Voluntary Dismissal with Prejudice.** Within twenty (20) business days of the Effective Date, Plaintiffs will file all documents necessary to obtain a voluntary dismissal with prejudice of the Action as to the Plaintiffs only.

# 5. Release of Wage and Hour Claims and Covenant not to Sue.

- (a) Parties' Intent. It is the intent of the Parties that the following releases and waivers each be construed to effectuate the broadest possible release and/or waiver of rights of claims relating to any failure by the Glenkat Parties to properly compensate and pay wages to the Plaintiffs as is permitted under the laws of North Carolina and the United States of America.
- (b) Release. In consideration for the Settlement Payments funded by the Insurer on behalf of the Glenkat Parties described above in Section 2 and other promises contained in this Agreement, each Plaintiff, on behalf of each said Plaintiff and sais Plaintiff's heirs, executors, administrators and assigns, releases, waives, and discharges the Released Parties (as defined below), and each of them, of, from, and for the Released Claims (as defined below). The "Released Claims" include any and all debts, sums of money, fees, claims, charges, demands, actions, causes of action, notes, liabilities and obligations, of whatever nature, in law, equity, or otherwise, under common law or statutory law (federal, state, or local), known or unknown, that were asserted or that could have been reasonably asserted in the Action, and that arise out of or are related in any way to the Glenkat Parties' and HHFS' alleged failure to pay or properly pay for work performed in any position during Plaintiffs' employment with the Glenkat Parties

through the Date of this Agreement, including claims for unpaid overtime, unpaid wages, unpaid benefits, improper deductions, failure to reimburse expenses, and failure to make any payments that are derivative of, or in any way related to, any wage and hour, overtime, or benefits matters, including all claims under the Fair Labor Standards Act, the North Carolina Wage and Hour Act, and any other similar state wage and hour laws.

- (c) Glenkat Parties and HHFS Release. In consideration for the Settlement Payments being funded by the Insurer to the benefit of the Glenkat Parties, HHFS, Glenkat Inc., Kathleen Holden and Glen Holden, for themselves, and for their heirs, executors, administrators, officers, directors, employees, shareholders, and predecessors and successors in interest, agree to release and forever discharge one another and the Insurer from any and all claims, known or unknown, arising from, or related to the Action, the franchisor/franchisee relationship between the Glenkat Parties and HHFS, and or the Policy from any and all claims, extra-contractual claims, and/or damages of any kind, including but not limited to breach of contract, negligence, failure to indemnify, attorneys' fees, breach of any obligation under the Policy, and/or claims of punitive damages, and excepting only Glenkat, Inc.'s post-termination obligations to HHFS set forth in Sections 7.9(a), 9.2, 10.1, 15.3, 18.3 and 18.4 of that certain franchise agreement dated May 15, 2009, by and between Glenkat, Inc., as franchisee, and HHFS, as franchisor, (the "Franchise Agreement"), and Glen Holden's and Kathleen Holden's obligations to HHFS under their personal guaranty of Glenkat, Inc.'s obligations under the Franchise Agreement.
- (c) Released Parties. For the purposes of this Agreement, the "Released Parties" means the Glenkat Parties, HHFS, the Insurer, and their respective predecessors, affiliates, parents, subsidiaries, joint ventures, and its and their present, former, and future successors and assigns, and all of its and their present, former, and future owners, directors, officers, stockholders, members, employees, representatives, agents, assigns, insurers, trustees, employee benefit plans and programs (and the trustees, administrators, fiduciaries, and insurers of such plans and programs), and attorneys, both individually and in their representative capacities.
- (d) Covenant Not to Sue. Each Plaintiff individually agrees and covenants that Plaintiff will not sue any of the Released Parties on any ground arising out of or related to any of the Released Claims. To the maximum extent permitted by law, each Plaintiff individually agrees to indemnify and hold the Released Parties harmless from any and all liabilities and/or damages relating to or stemming from litigation commenced by said Plaintiff against the Released Parties related to any of the Released Claims.
- **6.** Attorneys' Fees and Expenses and Incentive Award. In recognition of the time and effort of Geiger and Holley and Plaintiffs' counsel in pursuing this action and in securing the Settlement Payments provided for herein, the Glenkat Parties agrees to pay the following:
  - (a) Attorneys' fees and costs of Plaintiffs' counsel through the dismissal of this action with prejudice in the amount of Two Hundred Twenty-Five Thousand Dollars (\$225,000.00), to be payable no later than fifteen (15) business days after the Effective Date and the Glenkat Parties receive a form W-9 for Plaintiffs' counsel;
  - (b) an incentive fee to Geiger of Five Thousand Dollars (\$5,000.00) (the "Incentive Payment"), to be payable no later than fifteen (15) business days after the Effective Date. The

Glenkat Parties and Geiger agree the Incentive Payment should be treated as non-wage income and subject to IRS Form 1099 tax reporting, and thus the Glenkat Parties will issue Geiger a form 1099-MISC for the Incentive Payment. Geiger agrees that Geiger shall be solely responsible for any taxes that may be due and owing by Geiger as a result of the Incentive Payment, and agrees to indemnify and hold the Glenkat Parties harmless against any claim or assessment by any taxing authority of the payment of taxes, fees or penalties resulting from this payment.

- (c) an incentive fee to Holley of Five Thousand Dollars (\$5,000.00) (the "Incentive Payment"), to be payable no later than fifteen (15) business days after the Effective Date. The Glenkat Parties and Holley agree the Incentive Payment should be treated as non-wage income and subject to IRS Form 1099 tax reporting, and thus the Glenkat Parties will issue Holley a form 1099-MISC for the Incentive Payment. Holley agrees that Holley shall be solely responsible for any taxes that may be due and owing by Holley as a result of the Incentive Payment, and agrees to indemnify and hold the Glenkat Parties harmless against any claim or assessment by any taxing authority of the payment of taxes, fees or penalties resulting from this payment.
- **7. Confidentiality of this Agreement.** Except as required by the Court in connection with obtaining the Court's final approval of the terms of this Agreement, the Parties agree to keep confidential and not to disclose to anyone the terms of this Agreement, including the amounts payable hereunder, other than to any Plaintiff's spouse, or any Party's tax or financial advisers, who also agree to keep the terms of this Agreement confidential (and for whom the disclosing Party agrees to be responsible for any breach of confidentiality). Even if this Agreement is required by the Court to be filed in the public record, the Parties agree not to advertise or publicize the existence of this Agreement or any terms of this Agreement, including any amounts payable hereunder, to any media outlet, including by responding to any media inquiries, holding any press conferences, or directly or indirectly causing information about this Agreement or the terms of this Agreement to be published in any print media, the internet, or social media, including on Facebook, Twitter, Reddit, Snapchat, personal blogs and websites.
- **8. No Admission.** Plaintiffs acknowledge that neither the Glenkat Parties nor HHFS admit any liability or wrongdoing by entering into this Agreement. Neither this Agreement nor anything contained here shall be admissible in any proceeding as evidence of an admission by the Glenkat Parties or by HHFS of any violation of any law or regulation or of any liability whatsoever to Plaintiffs.
- **9. No Waiver.** No waiver by any Party of any breach of, or of compliance with, any condition or provision of this Agreement by any other Party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.
- 10. Complete Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter here and supersedes and cancels all prior or contemporaneous oral or written agreements and understandings between them with respect to the subject matter of this Agreement.
- 11. Negotiated and Voluntary Agreement. The Parties represent that they have had adequate opportunity to consider the terms of this Agreement, and that this Agreement is being entered

into of their own free will. This Agreement has been negotiated between the Parties, and each Party has been represented by counsel in connection with the negotiation of this Agreement. In the event of any dispute over the interpretation of this Agreement, there shall be no rule of construction requiring that the Agreement be construed in favor of or against any of the Parties.

- 12. Payment of Costs and Fees to Enforce Agreement. If there is future litigation between the Parties to enforce this Agreement, the prevailing party will be entitled to an award of that Party's reasonable and necessary attorneys' fees.
- 13. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina (without regard to conflict of laws principles). The Parties each individually consent to the sole and exclusive venue and jurisdiction of the federal courts located in Mecklenburg County, North Carolina, for any dispute arising under this Agreement, and waive any defense of inconvenient forum and lack of jurisdiction on account of place of residence or domicile.
- 14. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same agreement. Transmission of images of signed signature pages by facsimile, e-mail or other electronic means shall have the same effect as the delivery of manually signed documents in person.
- 15. Assignment. Each Plaintiff individually represents and warrants that Plaintiff has not assigned or in any other manner conveyed any right or claim that Plaintiff has or may have to any third party, and Plaintiff shall not assign or convey to any assignee for any reason any right or claim covered by this Agreement or the consideration, monetary or other, to be received by Plaintiff pursuant to this Agreement. The Glenkat Parties may assign its rights and obligations under this Agreement to any third party at its discretion.

IN WITNESS WHEREOF, the Glenkat Parties, HHFS, Roseann Geiger, Sherri Holley, Anita Moss, Wanda Carmon and Naima Stevenson have signed this Agreement as of the date set forth below:

ROSEANN GEIGER
Roseann Geiger
Date: 12-30-3019
ANITA MOSS
Anita Moss
Date:

into of their own tree will. This Agreement has been negotiated between the Parties, and each Party has been represented by counsel in connection with the negotiation of this Agreement. In the event of any dispute over the interpretation of this Agreement, there shall be no rule of construction requiring that the Agreement be construed in favor of or against any of the Parties.

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- Assignment. Each Plaintiff individually represents and warrants that Plaintiff has not assigned or in any other manner conveyed any right or claim that Plaintiff has or may have to any third party, and Plaintiff shall not assign or convey to any assignee for any reason any right or claim covered by this Agreement or the consideration, monetary or other, to be received by Plaintiff pursuant to this Agreement. The Glenkat Parties may assign its rights and obligations under this Agreement to any third party at its discretion.

IN WITNESS WHEREOF, the Glenkat Parties, HHFS, Roseann Geiger, Sherri Holley, Anita Moss, Wanda Carmon and Naima Stevenson have signed this Agreement as of the date set forth below:

# Roseann Geiger Date: ANHTA MOSS Anita Moss Date: 12/30/19

ROSEANN GEIGER

NAIMA SPENTZ (formerly STEVENSON)
Naima Spentz
Date: $\frac{12/31/19}{}$
SHERRI HOLLEY
Sherri Holley
Date:
WANDA CARMON
Wanda Carmon
Date:
H.H. FRANCHISING SYSTEMS, INC.
Ву:
Title:
GLENKAT INC.
By:
Title:
KATHLEEN HOLDEN
Kathleen Holden

Date:

NAIMA SPENTZ (formerly STEVENSON)
Naima Spentz
Date:
SHERRI HOLLEY
Sherri Holley
Date:
WANDA CARMON Wards Cum
Wanda Carmon
Date: Dec 01,0019
H.H. FRANCHISING SYSTEMS, INC.
By:
Title:
GLENKAT INC.
Ву:
Title:
KATHLEEN HOLDEN
Kathleen Holden
Date:

NAIMA SPENTZ (formerly STEVENSON)
Naima Spentz
Date:
SHERRI HOLLEY Sherri Holley Date: 12-30-19
WANDA CARMON
Wanda Carmon
Date:
H.H. FRANCHISING SYSTEMS, INC.
Ву:
Title:
GLENKAT INC.
By:
Title:
KATHLEEN HOLDEN
Kathleen Holden
Date:

8283221281

Naima Spentz
Date:
SHERRI HOLLEY
Sherri Holley
Date:
WANDA CARMON
Wanda Carmon
Date:
H.H. FRANCHISING SYSTEMS, INC.
Emma R. Dickison
By: Emma R. Dickism
Title: CEOE President
GLENKAT INC.
By:
Title:
KATHLEEN HOLDEN
Kathleen Holden
D (

NAIMA SPENTZ (formerly STEVENSON)

NAIMA SPENTZ (formerly STEVENSON)
Naima Spentz
Date:
SHERRI HOLLEY
Sherri Holley
Date:
WANDA CARMON
Wanda Carmon
Date:
H.H. FRANCHISING SYSTEMS, INC.
By:
Title:
GLENKAT INC.
Cleunat luc.
By: Mathleen Holder
Title: Plexident
KATHLEEN HOLDEN
Mathleen Holden Kathleen Holden
Date: 12/30/2019

GLENN HOLDEN

Slem Holden
Date: 31-Dec-2019

# EXHIBIT A

### Worksheet for OT calculations

						*Below Min Wage							
Employee	Bi wkly	# of 24hr	Shift hrs	Other	Day por	Hourly	Total paid		от		Sconario	24 hr shift + 0	OT.
Employee	Pay Period	# 61 24Hr Shifts	(24 hr)	Hours	Pay per Shift	Rate	(gross)	24 hr shifts	Hrly Rate	Reg (w/o OT)	Hrs over 80	OT	Total Pay w/OT
Roseann Geiger	7/23/16-8/5/16	6.00	144.00	0.0	\$170.00	\$10.63	\$1,020.00	144.0	\$15.94	\$1,530.72	64.00	\$1,020.16	\$2,550.88
_	, -,, -	0.00	0.00	5.3	\$0.00	\$10.00	\$55.00	5.3	\$15.00	\$55.00	5.30	\$79.50	\$134.50
		0.00	0.00	1.0	\$0.00	\$14.17	\$14.17	1.0	\$15.00	\$14.17	1.00	\$15.00	\$29.17
	8/6/16-8/19/16	7.00	168.00	0.0	\$170.00	\$10.63	\$1,190.00	168.0	\$15.94	\$1,785.84	88.00	\$1,402.72	\$3,188.56
	8/20/16-9/2/16	6.00	144.00	0.0	\$170.00	\$10.63	\$1,020.00	144.0	\$15.94	\$1,530.72	64.00	\$1,020.16	\$2,550.88
	9/3/16-9/16/16	6.00	144.00	0.0	\$170.00	\$10.63	\$1,020.00	144.0	\$15.94	\$1,530.72	64.00	\$1,020.16	\$2,550.88
	.,.,	1.00	24.00	0.0	\$204.10	\$12.76	\$204.10	24.0	\$19.14	\$204.10	24.00	\$459.36	\$663.46
	9/17/16-9/30/16	6.00	144.00	0.0	\$170.00	\$10.63	\$1,020.00	144.0	\$15.94	\$1,530.72	64.00	\$1,020.16	\$2,550.88
		1.00	24.00	0.0	\$70.83	\$4.41	\$70.83	24.0	\$15.94	\$70.83	24.00	\$382.56	\$453.39
		0.00	0.00	6.0	\$0.00	\$10.00	\$60.00	6.0	\$15.00	\$60.00	6.00	\$90.00	\$150.00
	10/1/16-10/14/16	7.00	168.00	0.0	\$170.00	\$10.63	\$1,190.00	168.0	\$15.94	\$1,785.84	88.00	\$1,402.72	\$3,188.56
		0.00	0.00	17.0	\$0.00	\$10.00	\$170.00	17.0	\$15.00	\$170.00	17.00	\$255.00	\$425.00
	10/15/16-10/28/16	7.00	168.00	0.0	\$170.00	\$10.63	\$1,190.00	168.0	\$15.94	\$1,785.84	88.00	\$1,402.72	\$3,188.56
		0.00	0.00	37.0	\$0.00	\$10.00	\$370.00	37.0	\$15.00	\$370.00	37.00	\$555.00	\$925.00
	10/29/16-11/11/16	7.00	168.00	0.0	\$170.00	\$10.63	\$1,190.00	168.0	\$15.94	\$1,785.84	88.00	\$1,402.72	\$3,188.56
		0.00	0.00	24.0	\$0.00	\$10.00	\$240.00	24.0	\$15.00	\$240.00	24.00	\$360.00	\$600.00
	11/12/16-11/25/16	8.00	192.00	0.0	\$170.00	\$10.63	\$1,360.00	192.0	\$15.94	\$2,040.96	112.00	\$1,785.28	\$3,826.24
		1.00	24.00	0.0	\$28.33	\$1.77	\$28.33	24.0	\$15.94	\$28.33	24.00	\$382.56	\$410.89
	11/26/16-12/9/16	9.00	216.00	0.0	\$170.00	\$10.63	\$1,530.00	216.0	\$15.94	\$2,296.08	136.00	\$2,167.84	\$4,463.92
	12/10/16-12/23/16	7.00	168.00	0.0	\$170.00	\$10.63	\$1,190.00	168.0	\$15.94	\$1,785.84	88.00	\$1,402.72	\$3,188.56
	12/24/16-1/6/17	3.14	81.90	0.0	\$170.00	\$10.63	\$549.67	81.9	\$15.94	\$533.63	0.00	\$0.00	\$533.63
	1/7/17-1/20/17	6.55	157.20	0.0	\$170.00	\$10.63	\$1,175.83	157.2	\$15.94	\$1,671.04	77.20	\$1,230.57	\$2,901.60
	1/21/17-2/3/17	2.00	48.00	0.0	\$170.00	\$10.63	\$340.00	48.0	\$15.94	\$510.24	0.00	\$0.00	\$510.24
	2/4/17-2/17/17	5.27	126.48	0.0	\$170.00	\$10.63	\$926.50	126.5	\$15.94	\$1,344.48	46.48	\$740.89	\$2,085.37
		0.00	0.00	12.0	\$0.00	\$10.00	\$120.00	12.0	\$15.00	\$120.00	12.00	\$180.00	\$300.00
	2/18/17-3/3/18	8.00	192.00	0.0	\$170.00	\$10.63	\$1,362.83	192.0	\$15.94	\$2,040.96	112.00	\$1,785.28	\$3,826.24
	3/4/17-3/17/17	8.02	192.00	0.0	\$170.00	\$10.63	\$1,365.67	192.2	\$15.94	\$2,043.09	112.20	\$1,788.47	\$3,831.55
	3/18/17-3/31/17	8.00	192.00	0.0	\$170.00	\$10.63	\$1,360.00	192.0	\$15.94	\$2,040.96	112.00	\$1,785.28	\$3,826.24
	4/15/17-4/28/17	8.00	192.00	0.0	\$170.00	\$10.63	\$1,360.00	192.0	\$15.94	\$2,040.96	112.00	\$1,785.28	\$3,826.24
		0.22	5.28	0.0	\$204.10	\$14.17	\$74.84	5.3	\$21.26	\$74.84	5.28	\$112.25	\$187.09
	4/29/17-5/12/17	9.10	218.40	0.0	\$170.00	\$10.63	\$1,558.33	218.4	\$15.94	\$2,321.59	138.40	\$2,206.10	\$4,527.69
	5/13/17-5/26/17	7.00	168.00	0.0	\$170.00	\$10.63	\$1,190.00	168.0	\$15.94	\$1,785.84	88.00	\$1,402.72	\$3,188.56
	5/27/17-6/9/17	6.19	148.56	0.0	\$170.00	\$10.63	\$1,073.83	148.6	\$15.94	\$1,579.62	68.60	\$1,093.48	\$2,673.10
	6/10/17-6/23/17	6.00	144.00	0.0	\$170.00	\$10.63	\$1,020.00	144.0	\$15.94	\$1,530.72	64.00	\$1,020.16	\$2,550.88
	6/24/17-7/7/17	8.00	192.00	0.0	\$170.00	\$10.63	\$1,360.00	192.0	\$15.94	\$2,040.96	112.00	\$1,785.28	\$3,826.24
	7/8/17-7/21/17	7.00	168.00	0.0	\$170.00	\$10.63	\$1,190.00	168.0	\$15.94	\$1,785.84	88.00	\$1,402.72	\$3,188.56
	7/22/17-8/4/17	6.00	144.00	0.0	\$170.00	\$10.63	\$1,020.00	144.0	\$15.94	\$1,530.72	64.00	\$1,020.16	\$2,550.88
	8/5/17-8/18/17	8.00	192.00	0.0	\$170.00	\$10.63	\$1,360.00	192.0	\$15.94	\$2,040.96	112.00	\$1,785.28	\$3,826.24
		0.00	0.00	12.0	\$0.00	\$10.00	\$120.00	12.0	\$15.00	\$120.00	12.00	\$180.00	\$300.00
	8/19/17-9/1/17	7.00	168.00	0.0	\$170.00	\$10.63	\$1,190.00	168.0	\$15.94	\$1,785.84	88.00	\$1,402.72	\$3,188.56
		0.00	0.00	24.0	\$0.00	\$10.00	\$240.00	24.0	\$15.00	\$240.00	24.00	\$360.00	\$600.00
		0.00	0.00	1.0	\$0.00	\$12.00	\$12.00	1.0	\$18.00	\$12.00	1.00	\$18.00	\$30.00
	9/2/17-9/15/17	5.00	120.00	0.0	\$170.00	\$10.63	\$850.00	120.0	\$15.94	\$1,275.60	40.00	\$637.60	\$1,913.20
		0.00	0.00	12.2	\$204.10	\$16.67	\$173.49	12.2	\$15.94	\$173.49	12.20	\$194.47	\$367.96
	9/16/17-9/29/17	8.00	192.00	0.0	\$170.00	\$10.63	\$1,360.00	192.0	\$15.94	\$2,040.96	112.00	\$1,785.28	\$3,826.24
	9/30/17-10/13/17	1.00	24.00	0.0	\$170.00	\$10.63	\$170.00	24.0	\$15.94	\$255.12	0.00	\$0.00	\$255.12
		0.00	0.00	20.0	\$0.00	\$10.00	\$200.00	20.0	\$15.00	\$200.00	0.00	\$0.00	\$200.00
						<b>Total Paid</b>	\$36,855.42					Total (24hr)	\$97,069.33

60213.91 wages owed

### **Worksheet for OT calculations**

						*Below Min Wage							
<b>Employee</b>	Bi wkly	# of 24hr	Shift hrs	Other	Pay per	Hourly	Total paid		ОТ		<u>24 hr</u>	shift + OT	
	Pay Period	Shifts	(24 hr)	Hours	Shift	Rate	(gross)	24 hr shifts	Hrly Rate	Reg (w/o OT)	Hrs over 80	ОТ	Total Pay w/OT
Anita Moss	9/3/16-9/16/16	0.00	0.00	18.0	\$0.00	\$10.25	\$184.50	18.0	\$15.12	\$184.50	0.00	\$0.00	\$184.50
\$10.25/hr	9/17/16-9/30/16	0.00	0.00	51.3	\$0.00	\$10.29	\$527.88	51.3	\$15.38	\$527.88	0.00	\$0.00	\$527.88
\$170.00/shift	10/1/16-10/14/16	2.00	48.00	0.0	\$170.00	\$10.63	\$340.00	48.0	\$15.38	\$510.00	0.00	\$0.00	\$510.00
		0.00	0.00	30.0	\$0.00	\$11.38	\$341.25	30.0	\$17.07	\$341.25	0.00	\$0.00	\$341.25
	10/15/16-10/29/16	4.00	96.00	0.0	\$170.00	\$10.63	\$680.00	96.0	\$15.38	\$1,020.48	16.00	\$246.08	\$1,266.56
		0.00	0.00	24.0	\$0.00	\$10.25	\$246.00	24.0	\$15.12	\$246.00	24.00	\$362.88	\$608.88
	10/29/16-11/11/16	4.00	96.00	0.0	\$170.00	\$10.63	\$680.00	96.0	\$15.38	\$1,020.48	16.00	\$246.08	\$1,266.56
		0.00	0.00	30.0	\$0.00	\$10.25	\$307.50	30.0	\$15.12	\$307.50	30.00	\$453.60	\$761.10
	11/12/16-11/25/16	5.00	120.00	0.0	\$170.00	\$10.63	\$850.00	120.0	\$15.38	\$1,275.60	40.00	\$615.20	\$1,890.80
		2.00	48.00	0.0	\$141.67	\$8.85	\$283.34	48.0	\$15.38	\$283.34	48.00	\$738.24	\$1,021.58
	11/26/16-12/9/16	4.10	98.40	0.0	\$170.00	\$10.79	\$708.33	98.4	\$15.38	\$1,061.74	18.40	\$282.99	\$1,344.73
	12/10/16-12/23/16	8.40	201.60	0.0	\$175.40	\$10.96	\$1,473.33	201.6	\$15.38	\$1,473.33	121.60	\$1,870.21	\$3,343.54
	12/24/16-1/6/17	5.58	133.92	0.0	\$189.98	\$11.87	\$1,057.87	133.9	\$15.38	\$1,057.87	53.92	\$829.29	\$1,887.16
		1.32	31.68	0.0	\$204.10	\$12.76	\$269.41	31.7	\$19.14	\$269.41	31.70	\$606.74	\$876.15
		0.00	0.00	6.0	\$0.00	\$10.25	\$61.50	6.0	\$15.12	\$61.50	6.00	\$90.72	\$152.22
	1/7/17-1/20/17	0.49	2.00	0.0	\$138.83	\$8.68	\$138.83	2.0	\$15.38	\$138.83	0.00	\$0.00	\$138.83
		0.00	0.00	51.0	\$0.00	\$10.25	\$522.75	51.0	\$15.12	\$522.75	11.00	\$166.32	\$689.07
	1/21/17-2/3/17	4.00	96.00	0.0	\$170.00	\$10.63	\$680.00	96.0	\$15.38	\$680.00	16.00	\$246.08	\$926.08
		0.00	0.00	45.3	\$0.00	\$10.30	\$466.38	45.3	\$15.12	\$466.38	45.30	\$684.94	\$1,151.32
	2/4/17-2/17/17	2.00	48.00	0.0	\$170.00	\$10.63	\$340.00	48.0	\$15.38	\$340.00	0.00	\$0.00	\$340.00
		0.00	0.00	56.5	\$0.00	\$10.30	\$581.69	56.5	\$15.15	\$581.69	24.50	\$371.18	\$952.87
	3/4/17-3/17/17	3.00	72.00	0.0	\$170.00	\$10.63	\$510.00	72.0	\$15.38	\$510.00	0.00	\$0.00	\$510.00
		0.00	0.00	34.3	\$0.00	\$10.30	\$353.63	34.3	\$15.12	\$353.63	26.30	\$397.66	\$751.29
	4/6/17-4/19/17	3.00	72.00	0.0	\$170.00	\$10.63	\$510.00	72.0	\$15.38	\$510.00	0.00	\$0.00	\$510.00
		0.00	0.00	10.3	\$0.00	\$10.45	\$107.63	10.3	\$15.68	\$107.63	2.30	\$36.06	\$143.69
	5/27/17-6/9/17	4.50	108.00	0.0	\$170.00	\$10.63	\$765.00	108.0	\$15.38	\$765.00	28.00	\$430.64	\$1,195.64
		1.00	24.00	0.0	\$204.10	\$12.76	\$204.10	24.0	\$15.38	\$204.10	64.00	\$984.32	\$1,188.42
	6/10/17-6/23/17	6.00	144.00	0.0	\$170.00	\$10.63	\$1,020.00	144.0	\$15.38	\$1,020.00	64.00	\$984.32	\$2,004.32
	6/24/17-7/7/17	5.00	120.00	0.0	\$170.00	\$10.63	\$850.00	120.0	\$15.38	\$850.00	40.00	\$615.20	\$1,465.20
		1.00	24.00	0.0	\$204.10	\$12.76	\$204.10	24.0	\$15.38	\$204.10	24.00	\$369.12	\$573.22
	7/8/17-7/21/17	2.00	48.00	0.0	\$170.00	\$10.63	\$340.00	48.0	\$15.38	\$340.00	0.00	\$0.00	\$340.00
						<b>Total Paid</b>	\$15,605.02					Total (24hr)	\$28,862.84

13257.82 wages

### **Worksheet for OT calculations**

mployee	Bi wkly	# of 24hr	Shift hrs	Other	Pay per	Hourly	Total paid		ОТ		Scenario - 2	24 hr shift + C	<u>0</u> T
	Pay Period	Shifts	(24 hr)	Hours	Shift	Rate	(gross)	24 hr shifts	Hrly Rate	Reg (w/o OT)	Hrs over 80	ОТ	Total Pay w/OT
Sherri Holley	7/7/17-7/21/17	3.10	74.40	0.0	\$165.00	\$10.31	\$522.50	74.4	\$15.38	\$522.50	0.00	\$0.00	\$522.50
\$10.00/hr		0.00	0.00	1.5	\$0.00	\$10.00	\$17.50	1.5	\$15.00	\$17.50	0.00	\$0.00	\$17.50
\$165.00/shift	07/22/17-08/04/17	8.00	192.00	0.0	\$165.00	\$10.31	\$1,320.00	192.0	\$15.38	\$1,320.00	112.00	\$1,722.56	\$3,042.56
	08/05/17-08/18/17	6.49	155.76	0.0	\$165.00	\$10.31	\$1,124.75	155.8	\$15.38	\$1,124.75	75.76	\$1,165.19	\$2,289.94
	08/19/17-09/01/17	5.15	123.60	0.0	\$165.00	\$10.31	\$866.25	123.6	\$15.38	\$866.25	43.60	\$670.57	\$1,536.82
	09/03/17-09/15/17	7.00	168.00	0.0	\$165.00	\$10.31	\$1,155.00	168.0	\$15.38	\$1,155.00	88.00	\$1,353.44	\$2,508.44
		0.59	14.16	0.0	\$204.10	\$14.41	\$200.70	14.2	\$21.62	\$200.70	14.20	\$307.00	\$507.70
	09/16/17-09/29/17	6.49	155.76	0.0	\$165.00	\$10.31	\$1,124.75	155.8	\$15.38	\$1,124.75	75.76	\$1,165.19	\$2,289.94
	09/30/17-10/13/17	0.42	10.08	0.0	\$165.00	\$10.31	\$115.50	10.1	\$15.38	\$115.50	0.00	\$0.00	\$115.50
	11/25/17-12/8/17	0.00	0.00	18.0	\$0.00	\$10.00	\$180.00	18.0	\$15.00	\$180.00	0.00	\$0.00	\$180.00
	12/09/17-12/22/17	0.00	0.00	18.0	\$0.00	\$10.00	\$180.00	18.0	\$15.00	\$180.00	0.00	\$0.00	\$180.00
						<b>Total Paid</b>	\$6,806.95					Total (24hr)	\$13,190.90

6383.95

### **Worksheet for OT calculations**

						*Below Min Wage							
<b>Employee</b>	Bi wkly	# of 24hr	Shift hrs	Other	Pay per	Hourly	Total paid		ОТ		<u>24 hr</u>	shift + OT	
	Pay Period	Shifts	(24 hr)	Hours	Shift	Rate	(gross)	24 hr shifts	Hrly Rate	Reg (w/o OT)	Hrs over 80	ОТ	Total Pay w/OT
Wanda Carmon	08/06/16-08/19/16	6.02	144.48	0.0	\$165.00	\$10.31	\$995.50	144.48	\$15.38	\$995.50	64.48	\$991.70	\$1,987.20
\$9.50/hr	08/20/16-09/02/16	5.00	120.00	0.0	\$165.00	\$10.31	\$825.00	120.00	\$15.38	\$825.00	40.00	\$615.20	\$1,440.20
\$165.00/shift	09/03/16-09/16/16	5.00	120.00	0.0	\$165.00	\$10.31	\$825.00	120.00	\$15.38	\$825.00	40.00	\$615.20	\$1,440.20
	09/17/16-09/30/16	5.00	120.00	0.0	\$165.00	\$10.31	\$825.00	120.00	\$15.38	\$825.00	40.00	\$615.20	\$1,440.20
	10/01/16-10/14/16	6.00	144.00	0.0	\$165.00	\$10.31	\$990.00	144.00	\$15.38	\$990.00	64.00	\$984.32	\$1,974.32
	10/15/16-10/28/16	5.00	120.00	0.0	\$165.00	\$10.31	\$825.00	120.00	\$15.38	\$825.00	40.00	\$615.20	\$1,440.20
	10/29/16-11/11/16	2.00	48.00	0.0	\$165.00	\$10.31	\$330.00	48.00	\$15.38	\$330.00	0.00	\$0.00	\$330.00
	11/12/16-11/25/16	5.00	120.00	0.0	\$165.00	\$10.31	\$825.00	120.00	\$15.38	\$825.00	40.00	\$615.20	\$1,440.20
		1.00	24.00	0.0	\$34.01	\$2.13	\$34.01	24.00	\$15.38	\$34.01	24.00	\$369.12	\$403.13
		2.00	48.00	0.0	\$137.50	\$8.59	\$275.00	48.00	\$12.88	\$275.00	48.00	\$618.24	\$893.24
		1.00	24.00	0.0	\$27.50	\$1.15	\$27.50	24.00	\$15.38	\$27.50	24.00	\$369.12	\$396.62
	11/26/16-12/09/16	3.10	74.40	0.0	\$165.00	\$10.31	\$522.50	74.40	\$15.38	\$522.50	0.00	\$0.00	\$522.50
	12/10/16-12/23/16	3.50	84.00	0.0	\$165.00	\$10.31	\$632.50	84.00	\$15.38	\$632.50	4.00	\$61.52	\$694.02
		0.00	0.00	3.0	\$0.00	\$9.50	\$28.50	3.00	\$14.00	\$28.50	3.00	\$42.00	\$70.50
	12/24/16-01/06/17	6.00	144.00	0.0	\$165.00	\$10.31	\$990.00	144.00	\$15.38	\$990.00	64.00	\$984.32	\$1,974.32
	01/07/17-01/20/17	5.00	120.00	0.0	\$165.00	\$10.31	\$825.00	120.00	\$15.38	\$825.00	40.00	\$615.20	\$1,440.20
	01/21/17-02/03/17	5.00	120.00	0.0	\$165.00	\$10.31	\$825.00	120.00	\$15.38	\$825.00	40.00	\$615.20	\$1,440.20
	02/04/17-02/17/17	3.02	72.48	0.0	\$165.00	\$10.31	\$500.50	72.48	\$15.38	\$500.50	0.00	\$0.00	\$500.50
	02/18/17-03/03/17	1.00	24.00	0.0	\$165.00	\$10.31	\$165.00	24.00	\$15.38	\$165.00	0.00	\$0.00	\$165.00
-						<b>Total Paid</b>	\$11,266.01					Total (24hr)	\$19,992.75

\$8,726.74 wages owes

### **Worksheet for OT calculations**

								24 hour	-				
<u>Employee</u>	Bi wkly	# of 24hr	Shift hrs	Other	Pay per	Hourly	Total paid		ОТ		<u>24 hr</u> :	shift + OT	
	Pay Period	Shifts	(24 hr)	Hours	Shift	Rate	(gross)	24 hr shifts	Hrly Rate	Reg (w/o OT)	Hrs over 80	ОТ	Total Pay w/OT
Naima Stevenson	03/04/17-03/17/17	1.59	38.16	0.0	\$165.00	\$10.00	\$327.25	38.2	\$15.00	\$327.75	0.00	\$0.00	\$327.75
\$10.00/hr	03/18/17-03/31/17	0.10	2.40	0.0	\$165.00	\$10.00	\$27.50	2.4	\$15.00	\$27.50	0.00	\$0.00	\$27.50
\$165.00/shift	04/01/17-04/14/17	1.49	35.76	0.0	\$165.00	\$10.00	\$299.75	35.8	\$15.00	\$299.75	0.00	\$0.00	\$299.75
	08/05/17-08/18/17	0.00	0.00	11.0	\$0.00	\$10.00	\$110.00	0.0	\$15.00	\$110.00	0.00	\$0.00	\$110.00
	08/19/17-09/01/17	0.00	0.00	3.0	\$0.00	\$10.00	\$30.00	0.0	\$15.00	\$30.00	0.00	\$0.00	\$30.00
						<b>Total Paid</b>	\$794.50					Total (24hr)	\$795.00

\$0.50